



Utah Counties Insurance Pool  
*Supporting Your Goals Since 1992*

## BOARD OF TRUSTEES MEETING MINUTES

September 17, 2009, 12:30 p.m.  
UCIP Offices, 10980 South Jordan Gateway, South Jordan, UT

### **BOARD MEMBERS PRESENT**

Kay Blackwell, *President*, Piute County Commissioner  
Steve Wall, *Secretary-Treasurer*, Sevier County Clerk-Auditor  
Bruce Adams, San Juan County Commissioner  
Jim Eardley, Washington County Commissioner  
LaMar Guymon, Emery County Sheriff  
Jerry Hess, Davis County Deputy Attorney  
Wayne Smith, Iron County Commissioner  
Kent Sundberg, Utah County Deputy Attorney  
Steve White, Utah County Commissioner

**BOARD MEMBER VIA TELEPHONE** Karla Johnson, Kane County Clerk-Auditor

### **BOARD MEMBERS ABSENT**

Ken Bischoff, *Vice President*, Weber County Commissioner  
Brad Dee, Weber County Human Resources Director  
Jerry Hurst, Tooele County Commissioner

### **OTHERS PRESENT**

Johnnie Miller, UCIP Chief Executive Officer  
Mark Brady, UCIP Loss Control Manager  
Sonya White, UCIP Manager of Administration

### **Call to Order**

Kay Blackwell called this meeting of the Utah Counties Insurance Pool Board of Trustees to order at 12:30 p.m. on September 17, 2009 and welcomed those in attendance.

### **Discussion with ULGT Board Representatives on Marketing Activities**

Kay Blackwell reported that pursuant to the Board of Trustees telephonic conference on September 11, 2009, the Executive Director and Board of Directors of the Utah Local Governments Trust was contacted and invited to attend this meeting. The Executive Director, Steve Flitton, responded that the notice was too short for the Board to assemble and invited the UCIP Board to attend their October meeting. The Board directed Johnnie Miller to set-up a meeting of the two Boards for the week of October 5.

### **Review/Excuse Board Members Absent**

Ken Bischoff, Brad Dee and Jerry Hurst were unable to attend this meeting. Jim Eardley made a motion to excuse Ken Bischoff, Brad Dee and Jerry Hurst from this meeting. Steve White seconded the motion, which passed unanimously.

### **Approval of August 13, August 21 and September 11 Meeting Minutes**

The minutes of the Board of Trustees meeting held August 13, 2009 and the minutes from the August 21 and September 11 telephonic conferences were previously sent to the Board Members for review. Steve Wall made a motion to approve the August 13, August 21 and September 11, 2009 meeting minutes as written. Steve White seconded the motion, which passed unanimously.

### **UAC Exclusive Agreement/Endorsement**

Johnnie Miller reported that following the Utah Association of Counties Board of Director's meeting, held on September 10, 2009, Debra Ames contacted the Pool and explained that a Committee of the UAC Board was established to review the exclusive agreement/endorsement between UAC and the Pool. The Committee recommended that the UAC Board reject any exclusive agreements. Discussion among and direction of the elected officials on the UAC Board was that UAC and its staff will support UCIP as a preferred partner at all UAC functions. The proposal from UAC for sponsorship of a golf outing during their annual convention is \$4,340 (see attachment number one). The Board of Trustees agreed that due to tight budget constraints, the Pool will not be able to sponsor the golf outing but will continue to sponsor the UAC events under "The Works" sponsorship opportunities.

### **Proposed Amendments to Member Interlocal Agreement**

The proposed amendments to the Member Interlocal Agreement were previously sent to the Board Members for review (see attachment number two). As a member of the Bylaws Committee, Steve White reviewed the language changes relating to assessability, withdrawal, termination, dissolution and appointed positions with the Board. Direction was given to the Committee and staff to incorporate additional changes/updates and provide a second draft of the fourth amended Interlocal Agreement to the Board at their October meeting.

### **Proposed Amendments to the UCIP Bylaws**

The proposed amendments to the UCIP Bylaws were previously sent to the Board Members for review (see attachment number three). As a member of the Bylaws Committee, Steve White reviewed the language changes and updates with the Board. Direction was given to the Committee and staff to incorporate additional changes and clarify language in order to provide a second draft of the proposed amended Bylaws to the Board at their October meeting.

### **Workers' Compensation Pool Budget Considerations**

Copies of the letters received from Pool Members, pursuant to Article 8.1 of the Bylaws, were reviewed by the Board (see attachment Number four). If these Members leave the Workers' Compensation Pool, \$200,000 will need to be cut from the budget. Budget considerations were reviewed by the Board (see attachment number five). The Board directed staff to provide scenarios to restructure the Workers' Compensation Pool if Members withdraw.

### **Washington County Multiline Premium Adjustment Request**

Jim Eardley explained to the Board that a miscalculation was made in the net operating expenditure estimates reported by Washington County to the Pool for the 2010 policy renewal. Washington County budget officers realized the error after premium calculations were already approved by the Board. Jim is requesting that the Board consider the correct estimates and adjust the calculation for Washington County. Steve White made a motion to approve the request to adjust the Multiline premium calculation for Washington County. Wayne Smith seconded the motion, which passed unanimously.

### **2010 Budget Process/Schedule**

Sonya White provided the Board with a copy of the Budget Process, provided by the State Auditor's Office, to comply with Utah Code (see attachment number six). A tentative 2010 budget was approved by the Board at its June meeting. The structure of the Pool's budget (see attachment number seven) has changed and after October 1, the Pool will know if any Members will be withdrawing. Sonya recommended that the Board approve the tentative 2010 budget at their November meeting, present the tentative budget to the membership, hold a budget hearing and adopt the final 2010 budget in December.

### **Set Date and Time for Closed Meeting**

Kent Sundberg made a motion to strike agenda item: Set Date and Time for Closed Meeting to Discuss the Purchase, Exchange, or Lease of Real Property. Steve White seconded the motion, which passed unanimously.

#### **Action on Real Property Matters**

The Board reviewed the Warranty Deeds from the State of Utah Department of Transportation for the right-of-way purchase and sidewalk improvement on the Pool owned property in Sandy (see attachment number eight). Steve White made a motion authorizing Johnnie Miller to execute the Warranty Deeds. Jim Eardley seconded the motion, which passed unanimously.

#### **Set Date and Time for Closed Meeting**

Jim Eardley made a motion to set the date and time for a closed meeting to discuss pending or reasonably imminent litigation for 2:40 p.m. on September 17, 2009. Bruce Adams seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Kay Blackwell, Steve Wall, Bruce Adams, Jim Eardley, LaMar Guymon, Jerry Hess, Karla Johnson, Wayne Smith, Kent Sundberg and Steve White. Johnnie Miller, Mark Brady and Sonya White were also present. The regular meeting resumed at 2:55 p.m. on September 17, 2009.

#### **Action on Litigation Matters**

Kent Sundberg made a motion to strike agenda item: Action on Litigation Matters. Steve White seconded the motion, which passed unanimously.

#### **Set Date and Time for Closed Meeting**

Steve White made a motion to Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual for 2:55 p.m. on September 17, 2009. Steve Wall seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Kay Blackwell, Steve Wall, Bruce Adams, Jim Eardley, LaMar Guymon, Jerry Hess, Karla Johnson, Wayne Smith, Kent Sundberg and Steve White. The regular meeting resumed at 3:50 p.m. on September 17, 2009.

#### **Action on Personnel Matters**

Kent Sundberg made a motion to strike agenda item: Action on Personnel Matters. Steve White seconded the motion, which passed unanimously.

#### **Ratification and Approval of Payments and Credit Card Transactions**

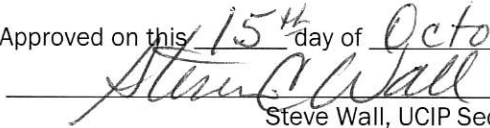
Steve Wall reviewed the payments made, payments to be made (see attachment number eight) and credit card transactions with the Board. Steve Wall made a motion to approve the payments made, payments to be made and credit card transactions. Steve White seconded the motion, which passed unanimously.

#### **Chief Executive Officer's Report**

Johnnie Miller reported that Gary Deland, Executive Director of the Utah Sheriff's Association would like to make a presentation to the Board at their October meeting regarding the funding of a loss control related program. Mark Brady will send the information to the Board prior to the meeting.

#### **Other Business**

The next meeting of the Board of Trustees is scheduled for October 15, 2009, 12:00 noon, at the UCIP Offices. The December Board of Trustees meeting is changed from December 3 (prior to the Membership meeting) back to the originally scheduled date of December 17 at 12:00 noon.

Approved on this 15<sup>th</sup> day of October 2009  
  
Steve Wall, UCIP Secretary-Treasurer







# AGENDA

## BOARD OF TRUSTEES MEETING

Thursday, September 17, 2009, 12:00 p.m.  
UCIP Offices, 10980 S. Jordan Gateway, South Jordan

12:00 Lunch Provided

12:30 Call to Order and Welcome Attendees

Kay Blackwell

1 Discussion with ULGT Board Representatives on Marketing Activities

Board of Directors

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### ITEM ACTION

2 Excuse Board Members Absent

Kay Blackwell

3 Approval of August 13, August 21 and September 11, 2009 Meeting Minutes

Steve Wall

4 UAC Exclusive Agreement/Endorsement

Johnnie Miller

5 Proposed Amendments to Member Interlocal Agreement

Johnnie Miller

6 Proposed Amendments to UCIP Bylaws

Kay Blackwell

7 Workers' Compensation Pool Budget Considerations

Johnnie Miller

8 Washington County Multiline Premium Adjustment Request

Jim Eardley

9 2010 Budget Process/Schedule

Sonya White

10 Set Date and Time for Closed Meeting  
to Discuss the Purchase, Exchange, or Lease of Real Property

Kay Blackwell

11 Action on Real Property Matters

Kay Blackwell

12 Set Date and Time for Closed Meeting  
to Discuss the Pending or Reasonably Imminent Litigation

Kay Blackwell

13 Action on Litigation Matters

Kent Sundberg

14 Set Date and Time for Closed Meeting  
to Discuss Character, Professional Competence, Physical/Mental Health of an Individual

Kay Blackwell

15 Action on Personnel Matters

Kay Blackwell

16 Ratification and Approval of Payments and Credit Card Transactions

Steve Wall

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### INFORMATION

17 Chief Executive Officer's Report

Johnnie Miller

18 December Board Meeting Schedule

Johnnie Miller

19 Other Business

Kay Blackwell

Adjourn



## Sonya White

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**To:** 'kayb@altazip.com'; 'jim.eardley@washco.utah.gov'; 'Steve Wall (scwall@sevier.state.ut.us)'; 'ucadm.stevew@state.ut.us'  
**Cc:** 'Chris.Hall@washco.utah.gov'; Johnnie Miller  
**Subject:** Bylaws Committee Meeting Scheduled for 9/17/09

We have been unable to coordinate a time this week for Committee Members to meet and discuss amendments to be made to the UCIP Bylaws. Therefore, the Committee will meet at 10:30 a.m. on September 17 at the UCIP Offices prior to the Board Meeting.

We apologize for the short notice and hope this time and date will work better for you.

Thanks,

**Sonya White**  
*Manager of Administration*  
Utah Counties Insurance Pool  
PO Box 95730  
10980 Jordan Gateway  
South Jordan, UT 84095-0730  
801-307-2113(d)  
801-307-2121(f)

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**From:** Sonya White [mailto:sonya@ucip.utah.gov]  
**Sent:** Tuesday, September 08, 2009 2:54 PM  
**To:** 'kayb@altazip.com'; 'jim.eardley@washco.utah.gov'; 'Steve Wall (scwall@sevier.state.ut.us)'; 'ucadm.stevew@state.ut.us'  
**Cc:** 'Chris.Hall@washco.utah.gov'; Johnnie Miller  
**Subject:** Bylaws Committee Meeting  
**Importance:** High

Dear UCIP Committee Member,

Prior to the upcoming UCIP Board of Trustees meeting on September 17, the Bylaws Committee will need to meet to discuss changes/updates to be made to the UCIP Bylaws. We would like to schedule that meeting for this week either Thursday, September 10 or Friday, September 11.

Please let me know ASAP what time and where (Provo, South Jordan) works best for you.

Thank you,

**Sonya White**  
*Manager of Administration*  
Utah Counties Insurance Pool  
PO Box 95730  
10980 Jordan Gateway  
South Jordan, UT 84095-0730  
801-307-2113(d)  
801-307-2121(f)

9/9/2009





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## Notice Added Successfully

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Meeting Title:	Board of Trustees
Government Type:	Special Districts
Entity:	Utah Counties Insurance Pool
Public Body Name:	Board of Trustees
Meeting Subject:	Insurance
Street Address:	10980 S. Jordan Gateway
Street Address continued:	
City:	South Jordan
Zip:	84095
Start Date:	09/17/09 12:30 PM
End Date:	09/17/09 3:30 PM
Agenda:	<p>Call to Order and Welcome Attendees Discussion with ULGT Board Representatives on Marketing Activities ACTION Excuse Board Members Absent Approval of August 13, August 21 and September 11, 2009 Meeting Minutes UAC Exclusive Agreement/Endorsement Proposed Amendments to Member Interlocal Agreement Proposed Amendments to UCIP Bylaws Workers' Compensation Pool Budget Considerations Washington County Multiline Premium Adjustment Request 2010 Budget Process/Schedule Set Date and Time for Closed Meeting to Discuss the Purchase, Exchange, or Lease of Real Property Action on Real Property Matters Set Date and Time for Closed Meeting to Discuss the Pending or Reasonably Imminent Litigation Action on Litigation Matters Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual Action on Personnel Matters Ratification and Approval of Payments and Credit Card Transactions INFORMATION Chief Executive Officer's Report</p>



December Board Meeting Schedule  
Other Business  
Adjourn

ADA:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sonya White at the Utah Counties Insurance Pool, PO Box 760, Midvale, UT 84047, or call 800-339-4070, at least three days prior to the meeting.

Electronic Participation:

Any Member of the Utah Counties Insurance Pool Board of Trustees may participate telephonically.

Other:

Emergency Meeting Notice:

No

Send copy of notice to:

editor@sltrib.com

Attachments

There are no attachments associated with this notice.

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## AFFIDAVIT OF KAY BLACKWELL

STATE OF UTAH                                 )  
                                                      :ss  
COUNTY OF SALT LAKE                    )

Kay Blackwell, being duly sworn upon oath, deposes and says:

1. That the affiant has personal knowledge of the matters hereinafter referred to in this Affidavit.
2. That the Affiant, on or about the 17 day of September, 2009, presided over a meeting of the Utah Counties Insurance Pool Board of Trustees, an open and public meeting within the provisions of Chapter 4, Title 52, Utah Code Annotated, 1953, as amended.
3. That a quorum of the Utah Counties Insurance Pool Board of Trustees was present and at least two-thirds of the members present, voted to close the meeting pursuant to the provisions of Section 52-4-4, Utah Code Annotated, 1953, as amended, for the purpose of discussing the character, professional competence, or physical or mental health of an individual.
4. That the affiant was present throughout the meeting and, pursuant to the provisions of Section 52-4-7.5, the affiant does hereby affirm that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual or individuals.

FURTHER, Affiant saith not.

DATED this 17 day of September, 2009.

  
KAY BLACKWELL, President  
Utah Counties Insurance Pool

On the \_\_\_\_\_ day of \_\_\_\_\_ 2009, personally appeared before me Kay Blackwell, who, after being by me duly sworn, deposed and said that the information contained in the above and foregoing Affidavit is true and correct.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## 2009 UAC Annual Convention Golf Outing Details

Course: Sunbrook Golf Course (booked)  
Date: November 11, 2009  
Cost Per: \$60 if we hit a minimum of 40 golfers (\$65 if less than)  
Lunch Cost: \$9 (includes tax/gratuity)  
Includes: sandwich, cookie, chips, treat, fruit, drink  
# Players: Capped at 60 (had about 54 in 2008)

Type of Play: Optional  
Start/Time: Shotgun at 8:30 am  
Est. Length: Five hours

Golf Outing Budget		
Golf for 60 people (cap)	\$3600.00	
Lunch for 60 people	\$540.00	
Signage/Recognition	\$200.00	
	<b>Total</b>	\$4340.00

- ☐ Other Courses considered were Coral Canyon (too expensive); Green Springs (not available).
- ☐ County officials will be allowed to bring a spouse, but must pay for someone other than that.
- ☐ Other vendors who would like to play would be expected to pay \$75.00





### THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS IS THE ~~THIRD-FOURTH~~ AMENDED INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between members of the Utah Counties Insurance Pool, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this Amended Agreement and all actions taken pursuant hereto.

#### WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et. seq., 1953 as amended, the Governmental Immunity Act, § 63-30-1 et. seq., 1953 as amended, and the Utah Insurance Code, Utah Code Ann. § 31A-1-103, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to establish a public agency insurance mutual; and

WHEREAS, the governing bodies of counties located in the State of Utah, by entering into an Interlocal Cooperation Agreement, formed the Utah Association of Counties Insurance Mutual, which began operations on or about January 1, 1992, as a public agency insurance mutual: and

WHEREAS, the governing bodies of the members of the Utah Association of Counties Insurance Mutual, on or about August, 21, 2003, amended the original Interlocal Cooperation Agreement, making various corrections and updating references; and

WHEREAS, the governing bodies of the members of the Utah Association of Counties Insurance Mutual amended the Amended Interlocal Cooperation Agreement, on or about June 2, 2006, changing the name of the Utah Association of Counties Insurance Mutual to the Utah Counties Insurance Pool; and

WHEREAS, the governing bodies of the members of the Utah Counties Insurance Pool amended the Amended Interlocal Cooperation Agreement, on or about January 22, 2008, making various corrections and updating references; and

WHEREAS, the members of the Utah Counties Insurance Pool now desire to amend the Amended Interlocal Cooperation Agreement, by approving and adopting this ~~Third~~Fourth Amended Interlocal Cooperation Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

#### Section 1. EFFECTIVE DATE; DURATION.

This ~~Third-Fourth~~ Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this ~~Third-Fourth~~ Amended Interlocal Cooperation Agreement to, and the approval and execution hereof by Resolution of

the governing bodies of each of the parties. The term of this ~~Third~~Fourth Amended Interlocal Cooperation Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, 1953 as amended, unless renewed as permitted by law, or until earlier dissolved as provided herein.

## **Section 2. CREATION OF A SEPARATE LEGAL ENTITY.**

The parties to this agreement through their respective governing bodies and pursuant to the provisions of Utah Code Ann. §11-13-203, 1953 as amended, hereby create a legal entity to be known as the Utah Counties Insurance Pool to provide the services described herein.

## **Section 3. PURPOSES.**

This ~~Third~~Fourth Amended Interlocal Cooperation Agreement has been established and entered into between the members of the Utah Counties Insurance Pool (herein referred to as the Pool) for the following purposes:

1. To comply with the Utah ~~Insurance Code~~Interlocal Cooperation Act and other applicable laws of the State of Utah; and
2. To ratify the previous formation of a group-funded Pool to fund through joint self-insurance, reinsurance, excess insurance, or other lawful manner, certain liabilities of member Utah counties, as permitted by the Utah Insurance Code and determined by the Board, with the powers set forth in the Amended Bylaws of the Pool (herein referred to as the Amended Bylaws); and
3. To provide, through the Pool, certain claims and risk management services related to the liabilities so funded, and assist members in reducing and preventing such liabilities; and
4. To provide other services and functions as permitted by law ~~and the Amended Articles of Incorporation of the Pool.~~

## **Section 4. MEMBERS.**

~~1.1)~~ Membership in the Pool is limited to Utah counties and such other governmental entities allowed under its Amended Bylaws.

~~2.2)~~ Members shall have such powers and authorities as provided herein and as set forth in the Amended Bylaws.

~~3.a)~~ Voluntarily dissolve the Pool, but only at a meeting at which a majority of all members, whether present at the meeting or not, vote in favor of the dissolution.



4.b) Amend the Bylaws ~~or the Articles of Incorporation~~ by a two-thirds vote of the members present at a meeting.

#### **Section 5. BOARD OF TRUSTEES.**

1. The Pool shall be governed by a Board of Trustees. The Trustees shall have such powers and authorities as provided herein and as set forth in the Amended Bylaws.
2. Trustees shall be elected or appointed as provided in the Amended Bylaws and they shall serve at the pleasure of the members. Trustees may be removed by the members in accordance with the Amended Bylaws.
3. The powers of the Board shall include, but not be limited to, the powers to:
  - a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Chief Executive Officer, but only to the extent permitted by the laws of the State of Utah and the Amended Bylaws.
  - b. Establish premiums, pursuant to guidelines adopted by the Board from time to time.
  - c. Serve as the policyholder of any group policies or plans.
  - d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
  - e. Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages and adopt and adjust coverages provided by or through the Pool, as the Board deems appropriate.
  - f. Establish employment policies for the employees of the Pool including but not limited to policies, salaries and benefits.
  - g. Provide for the administration of the moneys of the Pool, for the manner of payments to the Pool, and for payment of all expenses of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling, and investing such monies received or paid.
  - h. Acquire, lease, hold, and dispose of real and personal property.

- i. Exercise the full power and authority of any Member of the Pool when requested to do so by the Member's governing body.
- j. Provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool.
- k. Do any act permitted by law and not in conflict with the Amended ~~Agreement or the Bylaws, the Agreement, or the Amended Articles of Incorporation~~ of the Pool.
- l. Provide for an independent audit of the financial statements and operations of the Pool, including claim handling procedures, handling of receipts and payments, investments, adequacy of reserves, compliance with financial reporting requirements and overall operations of the Pool, at such times as the Board may determine.
- m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Pool and provide risk management services and educational and other programs related to risk management.
- n. Create various Committees of the membership including, but not limited to, a Law Enforcement Committee, a Personnel Committee, and a Litigation Management Committee ~~to assist in the oversight and operation of the Pool~~. The members of such Committees, including the chair, shall be appointed by the Board.
- o. Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool
- p. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Pool.
- q. Terminate a Member from the Pool as provided for in the Amended Bylaws.
- r. Create levels of membership within the Pool to provide for appropriate representation and control. Levels of membership may include, but are not limited to, voting and non-voting members and equity and non-equity members.
- ~~q.s.~~ Exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for the operation of the Pool and implementation of the Pool, subject to



the limits of the Agreement, ~~the Amended Articles of Incorporation,~~ the Amended Bylaws, and the Utah Code. The Board is responsible for all operations of the Pool.

#### **Section 6. OFFICERS.**

The Board of Trustees shall elect officers and establish the duties of officers of the Pool in accordance with Utah law and the Amended Bylaws.

#### **Section 7. COMMITTEES.**

The Board of Trustees may establish from time to time such committees of the Board as shall be deemed appropriate by said Board.

#### **Section 8. MANNER OF FINANCING.**

The Utah Counties Insurance Pool shall be funded by contributions from the members; the amount of such contributions shall be established by the Board of Trustees ~~and consistent with the Utah Insurance Code.~~ Contributions established by the Board may be audited and additional contributions charged based on the rate used to establish the original contribution. The Board may not charge assessments to members.

All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool. The Board of Trustees shall prepare an annual budget consistent with Utah Code Ann. 17A-1-408 et. seq.

~~The Utah Counties Insurance Pool is not assessable.~~

#### **Section 9. PROPERTY USED IN COOPERATIVE UNDERTAKING.**

Any real or personal property acquired, held, and used pursuant to this cooperative undertaking shall be administered and controlled by the Board of Trustees established in Section 5 hereof. Any disposition of said real or personal property shall also be administered and controlled by said Board of Trustees, pursuant to the terms of this Agreement.

The provisions of this ~~Amended~~ Agreement and the assets of the Pool are for the benefit of the members of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

In the event of a voluntary dissolution of the Pool, as provided in Section 4 hereof, the property of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the



Board, only to Utah counties which are members of the Pool at the time of dissolution. Such dissolution shall be handled as provided in Section 12.

#### Section. 10. ADDITION OF OTHER MEMBERS.

Other governmental entities may become parties to this ~~Third~~ Amended Interlocal Cooperation Agreement, subject to the approval of the Board of Trustees, by executing an Addendum to this Agreement. In order for a governmental entity to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the governmental entity to be added and the Addendum must be reviewed as to form and compliance with applicable law by the attorney for the governmental entity to be added. Prior to becoming effective, this Amended Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

#### Section 11. WITHDRAWAL AND TERMINATION OF PARTICIPATION.

Any Member may withdraw their participation in a line of coverage of the Pool from the Pool, at the end of a coverage period Pool fiscal year after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days ~~day~~ prior to ~~the date~~ the Member's coverage would otherwise renew intended date of withdrawal. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn-rescinded by the Member no later than 90 days prior to the date the Member's coverage would otherwise renew intended date of withdrawal. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal. A Member withdrawn from a line of coverage shall lose any voting rights inured as a result of participation in that line of coverage and any claim of title or interest to any asset of the Pool resulting from that line of business upon the effective date of that withdrawal.

Any member may terminate its membership in the Pool, at the end of a Pool fiscal year, after giving the Board timely written notice of such termination, pursuant to a resolution of the Member's governing body. Timely written notice of such termination must be provided to the Board no later than 120 days prior to the Member's intended date of termination. The Board shall consider a timely written notice of termination to be a final decision unless the notice is rescinded by the Member at least 90 days prior to the Member's intended date of termination. A terminating Member shall lose all voting rights and any claim of title or interest to any asset of the Pool upon the effective date of termination.

Coverage and payment of claims after the effective date of a Member's withdrawal or termination shall be consistent with the Agreement, the Bylaws and any policy adopted by the Board. The Board may adopt, at its discretion, a policy



discontinuing any obligation of the Pool to the withdrawn or terminated Member including the obligation to pay claims which occurred or were reported prior to the withdrawal of participation or termination of membership.

~~A withdrawn member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the effective date of the member's withdrawal, shall end.~~

~~A member shall lose all voting rights upon termination of its membership. The terminating member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the termination of membership, shall end.~~

## **Section 12. DISSOLUTION AND DISPOSITION OF PROPERTY.**

The Pool may be dissolved by a majority of the Members voting in favor of dissolution at a Membership mMeeting, whether present at the meeting or not. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations shall be distributed, as determined by the Board, only to Utah counties, which are Members of the Pool at the time of dissolution. The Members of the Pool at the time the vote is held to dissolve the Pool shall continue to be considered Members of the Pool until the final disposition of property and dissolution of the Pool is complete.

Upon partial or complete dissolution of the Pool by the Members, the Trustees shall determine all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.

Each member's interest in the property of the Pool shall be calculated as follows:

1. The sum of the contributions for all fund years for which the member was a participant in the Pool divided by all contributions received by the Pool during its life, is the ratio used to calculate interest in Pool property other than equity, which is defined for these purposes as cash or cash equivalent assets of the Pool.
2. For equity calculation, the ratio of each member's contributions to the total contributions shall be computed for each fund year. The member's contribution ratio shall then be multiplied by the total surplus, less any borrowed surplus, attributable to a fund year as stated in the most recent monthly financial statement. A member's total equity will be the sum of the yearly amounts for each fund year for which that member was a participating member in the Pool.

3. In the event that the surplus amount is a negative number, a member's equity will be decreased using the same method of calculation as above.
4. In the event of a ~~voluntary withdrawal or an involuntary~~ termination of membership, the ~~withdrawn or~~ terminated member shall lose and have no claim to any Pool property or assets. The property interest ~~or and~~ equity formerly attributed to that member for each fund year shall be allocated to the remaining counties that were members during that year.

The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool. Any vacancy on the Board after dissolution has begun shall be filled in accordance with the Bylaws.

### **Section 13. INDEMNIFICATION.**

It is the intent of the Pool to provide the broadest possible immunity from personal liability to each trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Utah Governmental Immunity Act, the Utah Non-Profit Corporation and Co-operative Association Act and the Utah Insurance Code, as amended from time to time. The Pool shall defend and indemnify the trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah.

The Pool shall purchase liability or other appropriate insurance providing coverage for the trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

Neither this ~~Third-Fourth~~ Amended Interlocal Agreement nor any action of the governing body of a county in adopting this ~~Third-Fourth~~ Amended Interlocal Agreement is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Utah Governmental Immunity Act, and amendments thereto.

### **Section 14. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this ~~Third-Amended~~Fourth Amended Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of each of the Members to this ~~Third-Amended~~Fourth Amended Interlocal Agreement, and shall remain on file for public inspection during the term of this



~~Third Amended~~Fourth Amended Interlocal Cooperation Agreement.

Section 15. Joint and Several Liability

Except as provided herein, and to the extent of the financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other Member.

**Section 165. AMENDMENTS.**

This ~~Third~~Fourth Amended Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized Attorney of each of the parties, as required by Utah Code Ann. §11-13-202.5(3), 1953 as amended, and (d) filed in the official records of each party.

**Section 176. SEVERABILITY.**

If any term or provision of the ~~Third~~Fourth Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this ~~Third~~Fourth Amended Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this ~~Third~~Fourth Amended Interlocal Cooperation Agreement unenforceable.

**Section 187. GOVERNING LAW.**

All questions with respect to the construction of this ~~Third~~Fourth Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 198. EXECUTION BY COUNTERPART.**

This ~~Third~~Fourth Amended Interlocal Agreement may be executed in counterparts. The original of each executed ~~Third~~Fourth Amended Interlocal Agreement shall be filed with the Pool.





IN WITNESS WHEREOF, the parties have signed and executed this ~~Third~~Fourth Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BOARD OF COUNTY «FORM»  
«COUNTY»

By: \_\_\_\_\_  
«CHAIR»,  
«COUNTY» «FORM» Chair

ATTEST:

By: \_\_\_\_\_  
«CLERK», «COUNTY»

REVIEWED AND FOUND TO BE IN PROPER FORM AND COMPLIANCE  
WITH APPLICABLE LAW.

By: \_\_\_\_\_  
«ATTORNEY», «COUNTY» Attorney



## AMENDED BYLAWS FOR THE UTAH COUNTIES INSURANCE POOL

These Amended Bylaws are adopted and entered into by and among Members of the Utah Counties Insurance Pool ("Pool"), each of which hereby agrees to abide by the terms and conditions of these Amended Bylaws and all actions taken pursuant hereto.

### ARTICLE 1. Authority.

- 1.1 These Bylaws are amended pursuant to the provisions ~~of Paragraph 4 of Section 4~~ of the Amended Interlocal Cooperation Agreement.

### ARTICLE 2. Definitions.

As used in these Bylaws, the following terms shall have the meaning hereinafter set out:

~~2.1 Administrator. The Board of Trustees of the Pool.~~

~~2.22.1~~ **Agreement.** The Amended Interlocal Cooperation Agreement for Utah Counties Insurance Pool.

~~2.3 Articles. The Articles of Incorporation of the Pool.~~

~~2.42.2~~ **Board of Trustees or Board.** The Board of Trustees of the Utah Counties Insurance Pool.

~~2.3~~ **Board Meeting.** A meeting of the Board of Trustees where a quorum is present and for which proper notice has been provided in accordance with Utah law.

~~2.52.4~~ **Bylaws.** The Amended Bylaws ~~for of the~~ Utah Counties Insurance Pool.

~~2.62.5~~ **Code.** The Utah Code, including Utah Code Ann. Title 31A, as amended from time to time.

~~2.72.6~~ **County or Counties.** One or more of the twenty-nine counties of the State of Utah.

~~2.82.7~~ **Chief Executive Officer.** The person designated by the Board of Trustees as Chief Executive Officer of the Utah Counties Insurance Pool.

~~2.92.8~~ **Member.** A county or county related entity that is a party to the Amended Interlocal Cooperation Agreement.

~~2.102.9~~ **Membership Meeting.** A meeting of the ~~Board of Trustees~~ Members of the Utah Counties Insurance Pool where a quorum is present and for which proper notice has been

provided in accordance with ~~Utah law~~the Agreement and Bylaws.

2.11 **Officer or Officers**. The President, Vice-President, or Secretary-Treasurer elected in accordance with these Amended Bylaws.

2.12 **Pool**. Utah Counties Insurance Pool, an Interlocal entity.

2.13 **Representative**. The person designated pursuant to Article 4.5b to be a Member's official representative for the purposes of the Pool.

2.14 **Trustee**. A natural person elected or appointed in accordance with Article 5 of these Amended Bylaws to a Trustee position on the Board.

### ARTICLE 3. ~~Pool~~Authority and Purpose.

3.1 The Pool is a public agency insurance mutual and a political subdivision of the State of Utah as provided by law.

3.2 The Pool is formed, financed, organized, and shall operate in accordance with the Agreement, and the provisions of these Bylaws ~~and the Articles of Incorporation of the Pool~~.

3.3 The Pool may sue and be sued, complain and defend, in its corporate name.

3.4 The Pool ~~is~~may not assess ~~able~~ its Members except by a two-thirds vote of the membership present at a Membership Meeting.

3.5 These Bylaws may be amended and shall continue in effect for a period of fifty years from the adoption date of the original Bylaws, at which time, they shall terminate unless renewed as permitted by law, or until earlier dissolved as provided herein.

3.6 The Pool shall have all powers necessary or desirable to achieve the purposes of the Pool as set forth in the Agreement, ~~the Articles of Incorporation~~ and these Bylaws.

### ARTICLE 4. **Members.**

4.1 Membership in the Pool is limited to Utah counties and county related entities that properly enter into the Agreement.

4.2 Counties and county related entities, including former Members, may be admitted to the Pool after its formation only upon approval of the Board and subject to the conditions set out in the Agreement, these Bylaws, policies of the Board and such additional conditions as the Board may from time to time require.



4.3 The Members shall have the power to:

- (a) Elect Trustees pursuant to Article 5 of the Bylaws.
- (b) Remove any Trustee from the Board by a two-thirds vote of the Members present at a Membership Meeting.
- (c) Voluntarily dissolve the Pool, but only at a membership Meeting at which a majority of all Members, whether present at the meeting or not, vote in favor of the dissolution.
- (d) Amend the Bylaws by a two-thirds vote of the Members present at a Membership Meeting. Written notice of any proposed amendment shall be provided to each Member at least 30 days in advance of the vote thereon.
- ~~(e) Amend the Articles of Incorporation by a two-thirds vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least 30 days in advance of the vote thereon.~~

4.4 Members shall meet at least once annually. A ~~meeting of the~~ Membership Meeting may be called by the Board or President pursuant to a procedure to be established by the Board, or upon written request executed by at least 30 percent of the Members.

- (a) Notice of any Membership Meeting shall be mailed to each Member at least 15 days in advance.
- (b) The President, Vice President, or Secretary-Treasurer of the Board shall preside at the Membership Meeting or the President's designee if no other Officer is present at the meeting.
- (c) A majority of the Members shall constitute a quorum to do business.
- (d) Proxy voting shall not be allowed.
- (e) Each Member shall be entitled to one vote on each issue before the membership at any Membership Meeting, to be cast by its representative, or alternative representative if the representative is unable to vote. The representative and alternative representative shall be designated by the Member in accordance with Article 4.5(b) of the Bylaws.
- (f) The location of ~~meetings of~~ Membership Meetings will be as determined from time to time by the Board.

4.5 Members shall have the obligation to:

- (a) Pay promptly all premiums-contributions and other payments to the Pool at such

times and in such amounts as shall be established in accordance with these Bylaws, including any interest and penalties for late payment as may be required by a policy adopted by the Board.

- (b) Designate in writing a representative and one or more alternate representatives for the Members' ~~ship~~ ship ~~M~~meetings. Each representative and alternate representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive or county mayor of the Member to be the Member's official representative for the purposes of the Pool. An alternate representative may exercise all the powers of a representative during a Member ~~ship~~ ship ~~M~~meeting, in the absence of the representative.
- (c) Allow the Pool, its Chief Executive Officer, agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool and implementation of the Agreement, the Bylaws and policies of the Board.
- (d) Cooperate fully with the Pool's attorneys, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool in activities relating to the purposes and powers of the Pool.
- (e) Provide information requested by the Pool, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool, as reasonably required for the administration of the Pool.
- (f) Allow the Pool, and attorneys and others designated by the Pool, to represent the Member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Pool and also to deny coverage for any claims settled by a Member or for any monies paid by a Member toward claims without the prior written approval of the Pool.
- (g) Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.
- (h) Report to the Pool, in the form and within the time required by the Board, all incidents or occurrences that could reasonably be expected to result in a covered claim to the Pool under the coverage agreement issued to the Member.
- (i) Report to the Pool, in the form and within the time required by the Board, the addition of new programs, facilities and exposures or the significant reduction or expansion of existing programs and facilities covered under the coverage agreement issued to the Member.

#### ARTICLE 5. Board of Trustees.

5.1 The Board shall be comprised of thirteen persons in the following manner:

- (a) One Trustee, appointed by the governing body of Davis County, representing Davis County;
- (b) One Trustee, appointed by the governing body of Utah County, representing Utah County;
- (c) One Trustee, appointed by the governing body of Washington County, representing Washington County;
- (d) One Trustee, appointed by the governing body of Weber County, representing Weber County;
- (e) Two Trustees, elected by member counties of the third class, representing Counties of the third class;
- (f) One Trustee, elected by member counties of the fourth class, representing counties of the fourth class;
- (g) One Trustee, elected by member counties of the fifth and sixth class, representing Counties of the fifth and sixth class;
- (h) Two Trustees, elected by all member counties, representing all counties at large;
- (i) One Trustee, appointed by the Board, shall be a sheriff of a member county, who serves as the Chair of the Law Enforcement Committee;
- (j) One Trustee, appointed by the Board, shall be the Chair of the Litigation Management Committee and;
- (k) One Trustee, appointed by the Board, shall be the Chair of the Personnel Committee.

Trustees serving pursuant to subsections (e)-(h) shall be Designated as "Elected Trustees" and serve four-year overlapping terms. Trustees serving pursuant to subsections (a)-(d) shall serve for four-year terms. Trustees serving pursuant to subsections (i)-(k) shall serve for four-year terms and may be reappointed to subsequent terms by the Board. A Trustee serving pursuant to subsection (i) shall serve a four-year term ending on December 31 in even numbered years between presidential elections. Trustees serving pursuant to subsections (j) and (k) shall serve four-year terms ending on December 31 of presidential election years.

5.2 No person convicted of a felony may serve as a Trustee.



- 5.3 Each Trustee shall be an elected or appointed officer or an employee of a Member.
- 5.4 Election of Trustees shall take place at the annual ~~meeting of the~~ Members hip Meeting. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.
- 5.5 The Board of Trustees shall elect three Trustees to serve on a Nominating Committee at the first Board meeting of each calendar year. The Nominating Committee shall solicit nominations for available elected Trustee positions. Any elected official of a Member or any Trustee may nominate eligible persons to run for available elected Trustee positions. Nominations will be received at the Pool office no later than 30 days prior to the meeting at which the election is scheduled. The Pool will verify that each nominee is willing to serve if elected before forwarding the nominations to the Nominating Committee. The Nominating Committee shall review the nominations and select by a majority vote not more than three names to be placed on the ballot for each available elected Trustee position. A person may not be nominated and placed on the ballot for more than one available elected Trustee position. In the event that no nominations are received for one or more available elected Trustee positions, the President of the Board of Trustees can solicit nominations from the floor on the following conditions:
- (a) The nominee is eligible to serve as a Trustee under Articles 5.2 and 5.3; and
  - (b) The nominee, if present, expresses a willingness to serve, or, if not present, the Pool has verified that the nominee has expressed in writing a willingness to serve.
- 5.6 In the event of a tie vote for elected Trustee positions:
- (a) If two nominees are running for the same elected Trustee position, the President of the Board of Trustees may conduct a coin toss when the votes are tied.
  - (b) If three nominees are running for the same elected Trustee position and two of the three nominees have an equal and highest number of votes, the President of the Board of Trustees may call for a revote between the two nominees receiving the equal number of votes.
- 5.7 A vacancy shall occur on the Board when a Trustee:
- (a) Submits a written resignation to the Board.
  - (b) Dies.
  - (c) Is no longer an elected or appointed officer or employee of a Member.
  - (d) Fails to attend three consecutive regular meetings of the Board without the Board having excused such absences except that such additional absence or absences

shall be excused for temporary mental or physical disability or illness.

(e) Is removed by the Members pursuant to Article 4.3 of the Bylaws.

(f) Is convicted of a felony.

(g) The Member of which the Trustee is an official or employee terminates their membership in the Pool.

5.8 Any vacancy in the position of an elected Trustee may be filled by majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term.

5.9 Any vacancy in the position of an appointed Trustee under Article 5.1(a)-(d) shall be filled by appointment from the respective county and the Trustee shall serve for the remainder of the unexpired term. If the county is no longer a member, the Trustee position shall revert to an at large position and be filled by a majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy.

5.10 Any vacancy in the position of an appointed Trustee under Article 5.1(i)-(k) shall be filled by majority vote of the remaining Trustees and shall fill the unexpired term of the Trustee.

5.11 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.

5.12 Each Trustee must be a resident of the State of Utah.

5.13 Subject to the limits described in Article 3.6-5 of the Bylaws, the powers of the Board shall include, but not be limited to, the powers to:

(a) Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Chief Executive Officer, but only to the extent permitted by the laws of the State of Utah, the Agreement and these Bylaws.

(b) Establish premiumscontributions, pursuant to guidelines adopted by the Board from time to time.

(c) Serve as the policyholder of any group policies or plans.

(d) Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.



- (e) Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages and adopt and adjust coverages provided by or through the Pool, as the Board deems appropriate.
- (f) Establish employment policies for the employees of the Pool including but not limited to policies, salaries and benefits.
- (g) Provide for the administration of the moneys of the Pool, for the manner of payments to the Pool, and for payment of all expenses of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling, and investing such monies received or paid.
- (h) Acquire, lease, hold, and dispose of real and personal property on behalf of the Pool.
- (i) Exercise the full power and authority of any Member of the Pool when requested to do so by the Member's governing body.
- (j) Provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool.
- (k) Do any act permitted by law and not in conflict with these Bylaws, or the Agreement, ~~or the Articles of Incorporation of the Pool~~.
- (l) Provide for an independent audit of the financial statements and operations of the Pool including claim handling procedures, handling of receipts and payments, investments, adequacy of reserves, compliance with financial reporting requirements and overall operations of the Pool, at such times as the Board may determine.
- (m) Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Pool and provide risk management services and educational and other programs related to risk management.
- (n) Create various Committees to assist in the oversight and operation of the Pool including, but not limited to, a Law Enforcement Committee, a Personnel Committee, and a Litigation Management Committee. The members of such Committees, including the Chair, shall be appointed by the Board.
- (o) Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool.
- (p) Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Pool.



- (q) Exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for the operation of the Pool and implementation of the Pool, subject to the limits of the Agreement, ~~the Articles of Incorporation,~~ Bylaws, and the Code. The Board is responsible for all operations of the Pool.
- (r) Create levels of membership within the Pool to provide for appropriate representation and control. Levels of membership may include voting and non-voting members and equity and non-equity members.

5.14 The Board shall:

- (a) Perform all duties required by Utah law, the Agreement, ~~the Articles,~~ and these Bylaws.
- (b) Obtain and provide to Members at least annually an audit of the finances of the Pool performed by an independent certified public accountant.
- (c) Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Pool.
- (d) Provide at least annually for an actuarial review of the Pool.
- (e) Adopt a budget annually and report the budget to the Members.
- (f) Require that fidelity bonds or appropriate insurance, in an amount to be determined by the Board, be in effect for employees of the Pool, and every other person having access to moneys of the Pool.
- (g) Appoint an Audit Committee to review the financial statements, actuarial analysis, make recommendations to the Board on the financial affairs of the Pool, and make an annual report to the members regarding the financial affairs of the Pool.

**ARTICLE 6. Officers, Meetings, Procedures.**

- 6.1 The principal offices of the Board shall be: president, vice-president and secretary-treasurer. The principal offices shall be held by three separate natural persons. Officers shall be elected by and from among the Trustees, at the first Board meeting following each annual meeting of the Members. The Board shall establish the powers and duties of each officer, consistent with these Bylaws, and the Agreement ~~and the Articles of Incorporation of the Pool~~. All Members of the Board shall have full voting rights. The president shall preside over meetings of the Board and of the Members and shall perform such other duties as may be prescribed from time to time by the Board and the Members.

The vice-president shall exercise the powers of the president in the absence of the president, and the secretary-treasurer shall exercise the powers of the president in the absence of the president and vice-president.

- 6.2 The Board shall fix the date, time and place of regular meetings that are scheduled in advance over the course of a year. Meetings may be called by the president, or by any five Members of the Board, by written notice mailed at least ten days in advance to all Trustees or by unanimously executed waiver of notice. Emergency meetings of the Board may be held to consider matters of an emergency or urgent nature, after an attempt has been made to notify all Board Members and a majority votes in the affirmative to hold the meeting. Notice, including public notice, of all meetings and the agenda shall comply with applicable laws of the State of Utah.
- 6.3 Seven Trustees shall constitute a quorum to do business. All actions of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by these Bylaws.
- 6.4 The Board shall adopt such policies and procedures as it deems necessary or desirable for the conduct of its business.
- 6.5 Any or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 6.6 The Board shall establish its own rules of order that are not in conflict with the laws of the State of Utah, the Articles Agreement, and other specific provisions of these Bylaws.

#### **ARTICLE 7. Financing.**

- 7.1 All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool.
- 7.2 The Board shall establish Member premiums pursuant to guidelines established by the Board from time to time.
- 7.3 Any refund of surplus moneys shall be consistent with policies adopted by the Board.
- 7.4 Investments of monies of the Pool shall be limited to those investments permitted by the State Money Management Act, Utah Code Ann. §51-7-1 et seq. (2002), as amended.

#### **ARTICLE 8. Withdrawal and Termination from the Pool.**



8.1 Any Member may withdraw from a line of coverage of the Pool, at the end of a ~~coverage period~~Pool fiscal year, after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days ~~day~~ prior to ~~the date~~ the Member's ~~coverage would otherwise renew~~intended date of withdrawal. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is ~~withdrawn-rescinded~~ by the Member at least 90 days prior to ~~the date~~ the Member's ~~coverage would otherwise renew~~intended date of withdrawal. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal. A Member withdrawn from a line of coverage shall lose any voting rights incurred as a result of participation in that line of coverage and any claim of title or interest to any asset of the Pool resulting from that line of business upon the effective date of that withdrawal.

8.2 Any Member may terminate its membership in the Pool, at the end of a Pool fiscal year, after giving the Board timely written notice of such termination, pursuant to a resolution of the Member's governing body. Timely written notice of such termination must be provided to the Board no later than 120 days prior to the Member's intended date of termination. The Board shall consider a timely written notice of termination to be a final decision unless the notice is rescinded by the Member at least 90 days prior to the Member's intended date of termination. A terminating Member shall lose all voting rights and any claim of title or interest to any asset of the Pool upon the effective date of termination.

~~8.28.3~~ A withdrawn Member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, Coverage and payment of claims after the effective date of the a Member's withdrawal or termination, shall be consistent with these Bylaws, the Agreement and any policy adopted by the Board, and the laws of the State of Utah. The Board may adopt, at its discretion, a policy discontinuing any obligation of the Pool to the withdrawn or terminated Member including the obligation to pay claims which occurred or were reported prior to the withdrawal of participation or termination of membership.

~~8.2~~ Any Member who chooses to withdraw from participation in any single line of coverage must provide timely written notice to the Board. Written notice of withdrawal from any single line of coverage must be made within 120 days prior to the renewal date.

## ARTICLE 9. Involuntary Termination of Membership.

9.1 The Board shall terminate Aa Member that fails to pay a premium-contribution due the Pool ~~shall have its membership in the Pool terminated at 12:00 a.m. MST on the sixtieth day following~~within sixty days of the due date, unless time for payment is extended by the Board and payment is made within ~~any-the~~ extended period. A notice of failure to pay a premium due the Pool shall be mailed to the Member at least 30 days prior to the date of termination. Coverage and payment of claims shall terminate effective the first date for



which the unpaid contribution was calculated for. If the unpaid contribution is additional contribution resulting from an audit, Coverage and payment of claims shall terminate effective on a date calculated on a pro-rata basis of the unpaid premium to the premium paid for the audit period. A termination of membership under this paragraph shall not be subject to the provisions of Article 9.2.

9.2 Any membership in the Pool may be terminated by the Board or by a three-fourths vote of the Members for failure of the Member to carry out any other obligation of the Member, subject to the following:

- (a) The Member shall receive written notice from the Board of the alleged failure and shall be given not less than 30 days in which to correct the alleged failure, along with notice that termination of membership could result if the failure is not corrected.
- (b) The Member may request a hearing before the Members at a membership meeting prior to the termination. The request shall be made in writing to the Board at least ten business days before the end of the period given by the Board to correct the alleged failure. The Board shall present the case for termination of membership at the hearing and the affected Member may present its case. The affected Member shall not be counted in determining the number of votes required, nor shall the representative of such Member be entitled to vote on the termination.
- (c) If a request is not received pursuant to Article 9.2(b) of the Bylaws and if the failure is not corrected within the time required by the Board's notice, or any extension of such time as the Board may grant, the Board may terminate the membership. The Member may request a hearing before the Board on the proposed termination in lieu of a hearing before the Members. The request shall be made in writing and received by the Board at least five days before the end of the period given by the Board to correct the alleged failure, and shall be granted if so made.
- (d) The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing, and the proposed termination of membership may not take effect until such time after the conclusion of any hearing as the Board or Members, as applicable, may set.

9.3 Termination of membership shall be in addition to any other remedy that may exist.

9.4 A Member shall lose all voting rights and any claim of title or interest to any asset of the Pool upon involuntary termination of its membership. ~~The terminating Member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, after the termination of membership, shall end.~~ Coverage and payment of claims after the effective date of a Member's withdrawal or termination shall be consistent with these Bylaws, the Agreement and any

policy adopted by the Board. The Board may adopt, at its discretion, a policy discontinuing any obligation of the Pool to the terminated Member including the obligation to pay claims which occurred or were reported prior to the termination of membership.

#### **ARTICLE 10. Dissolution and Disposition of Property.**

- 10.1 The Pool may be dissolved by the Members as provided in Article 4 and in the Agreement. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties, which are Members of the Pool at the time of dissolution. The Members of the Pool at the time the vote is held to dissolve the Pool shall continue to be considered Members of the Pool until the final disposition of property and dissolution of the Pool is complete.
- 10.2 Upon partial or complete dissolution of the Pool by the Members in accordance with Article 4 of the Bylaws and the Agreement, the Trustees shall determine, consistent with these Bylaws, all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.
- 10.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool. Any vacancy in the position of an elected Trustee after disposition of the Pool has begun may be filled by majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term.

#### **ARTICLE 11. Liability of Board, Officers and Employees.**

- 11.1 It is the intent of the Pool to provide the broadest possible immunity from personal liability to each Trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Governmental Immunity Act, the Corporations Code and the Insurance Code, as amended from time to time. The Pool shall defend and indemnify the Trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah. The Pool shall purchase liability or other appropriate insurance providing coverage for the Trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

#### **ARTICLE 12. Arbitration.**



12.1 To the extent permitted by any applicable reinsurance or excess insurance, if the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:

- (a) Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
- (b) The decision of the panel shall be binding on the Board or its authorized representative and the Member.
- (c) The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

### **ARTICLE 13. General Provisions.**

- 13.1 Except as provided in these Bylaws and to the extent of the financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other Member.
- 13.2 The laws of Utah shall govern the interpretation and performance of these Bylaws.
- 13.3 In the event that any portion of these Bylaws is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and these Bylaws are expressly declared to be severable.
- 13.4 These Bylaws do not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Pool satisfies such obligation or responsibility.



- 13.5 All moneys received by the Pool are public funds, including earned interest, derived from its Members, which are counties and county related entities within the State of Utah.
- 13.6 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending these Bylaws, as reasonably necessary to establish and maintain the non-taxable status of the Pool.
- 13.7 Except as permitted in these Bylaws, the Agreement and amendments thereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 13.8 In the event of the payment of any loss by the Pool under this Agreement, the Pool shall be subrogated to the extent of such payments to all the rights of the Member against any other person or other entity legally responsible for damages for such loss, and in such event the Member agrees to render all reasonable assistance to effect recovery.

Dated this 6 day of December, 2007.

By: M. Lynn Lemon

Print Name: M. Lynn Lemon

Title: President

**ATTEST:**

By: Steven C. Wall

Print Name: Steven C. Wall

Title: Secretary-Treasurer

Date: 6 December 2007



CACHE COUNTY  
CORPORATION

**M. LYNN LEMON**

COUNTY EXECUTIVE/SURVEYOR

199 N. MAIN  
LOGAN, UTAH 84321  
TEL 435-755-1850  
FAX 435-755-1981

**COUNTY COUNCIL**

CORY YEATES  
H. CRAIG PETERSEN  
KATHY ROBINSON  
BRIAN CHAMBERS  
GORDON A. ZILLES  
CRAIG "W" BUTTARS  
JON WHITE

September 2, 2009

Johnnie Miller, Chief Executive Officer  
Utah Counties Insurance Pool  
P.O. Box 760  
Midvale Utah, 84047

SEP 1 2009

Dear Johnnie,

Regretfully, I am submitting this notice of Cache County's intent to withdraw from the Utah Counties Insurance Pool for Workers Compensation Insurance Coverage. As we discussed on the telephone this morning, the difference in premiums between UCIP (\$176,110) and ULGT (\$98,979) of \$77,131 is just too much to overlook in a year when Cache County is struggling to deal with the revenue shortfalls and the increasing expenses in medical insurance and retirement.

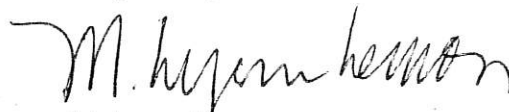
Pursuant to Section 11 of the Interlocal Agreement creating the Utah Counties Insurance Pool (UCIP), and the corresponding UCIP bylaws, notice is hereby given that Cache County intends to withdraw from participation in Utah Counties Insurance Pool for Workers Compensation Insurance coverage effective the 1<sup>st</sup> day of January, 2010.

A copy of the Resolution of the County Council of Cache County authorizing this withdrawal will be submitted for your records on September 9, 2009 following the next regularly scheduled County Council Meeting.

Again, as we discussed on the telephone this morning, Cache County has until October 1, 2009 to rescind this notice.

Thank you for your help in dealing with this difficult matter.

Regretfully,



M. Lynn Lemon  
County Executive

Cc: County Council  
Jim Smith



"Strength Through  
Diversity"

September 2, 2009

Johnnie Miller  
Chief Executive Officer  
Utah Counties Insurance Pool  
PO Box 95730  
South Jordan, UT 84095

Michael Milovich  
Commissioner  
(435) 636-3272

Re: ***Members Workers' Compensation - Carbon County***

Dear Johnnie:

Please consider this letter Carbon County's 120 written notice of withdrawal as required pursuant to Article 8.1 of the Bylaws notifying you that Carbon County will not be using Utah Counties Insurance Pool for their Member Workers' Compensation needs.

William D. Krompel  
Commissioner  
(435) 636-3273

The Board of Commissioners unanimously voted at a public meeting held September 2, 2009 to retain another insurance company for 2010. We appreciate the work you have provided to Carbon County in the past. If you have any questions, please feel free to contact us.

John Jones  
Commissioner  
(435) 636-3271

Sincerely,

A handwritten signature in black ink, appearing to read "John Jones", is written over the printed name.

John Jones  
Commission Chairman

JJ/sl



**Johnnie Miller**

---

**From:** Keri Pallesen [kpallesen@daggett.state.ut.us]

**Sent:** Wednesday, September 02, 2009 4:17 PM

**To:** jmiller@ucip.utah.gov

**Cc:** sleith@daggett.state.ut.us

**Subject:** workers comp quote

This email is to notify UCIP that Daggett County will be obtaining a quote for Workers' Compensation insurance from ULGT for the 2010 year.

*Keri Pallesen*

*Daggett County Auditor/Recorder*

435.784.3210 ext 110

kpallesen@daggett.state.ut.us

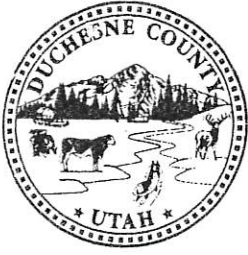
PO Box 219

Manila, UT 84046

No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.409 / Virus Database: 270.13.74/2339 - Release Date: 09/02/09 05:50:00



## DUCHESE COUNTY PERSONNEL OFFICE

Duchesne County Personnel Director, Carrie Mascaro

PO Box 346, Duchesne, Utah 84021

435-738-1144



September 1, 2009

Johnnie Miller  
Chief Executive Officer  
Utah Counties Insurance Pool  
PO Box 760  
Midvale, Utah 84047

Dear Johnnie,

Please accept this letter as notification that Duchesne County is considering proposals from other agencies to provide our Workers' Compensation Insurance. This should fulfill our 120 day written notice of withdrawal requirement pursuant to Article 8.1 of the bylaws. It is my understanding that if we choose to remain with UCIP we can rescind this notification prior to October 1, 2009.

If you have any questions please do not hesitate to call me.

Sincerely,

Carrie Mascaro  
Duchesne County Personnel

# UINTAH COUNTY



STATE OF UTAH

*Our past is the nation's future*

COMMISSIONERS:

Michael J. McKee  
Darlene R. Burns  
Mark D. Raymond

ASSESSOR - Rolenne Rasmussen  
ATTORNEY - JoAnn B. Stringham  
CLERK-AUDITOR - Michael W. Wilkins  
RECORDER - Randy J. Simmons  
TREASURER - Wendi Long  
SHERIFF - Jeff Merrill  
SURVEYOR - John Slaugh

September 3, 2009

Johnny Miller  
Utah Counties Insurance Pool  
10980 South Jordan Gateway  
PO Box 95730

Johnny,

Based on our conversation with you yesterday (September 2, 2009) Uintah County is hereby giving notice to UCIP that we are receiving bids for our Workers' Compensation coverage. By issuing this notice, Uintah County is not stating that it will withdraw from participation, simply notifying you that we are looking at other options.

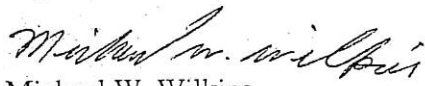
Please accept this letter as written notification to satisfy the 120 day requirement as stated in the Workers' Compensation agreement.

We will have a firm answer to you in approximately thirty (30) days from now.

Thank you,



Joe McKee  
HR Director



Michael W. Wilkins  
Clerk/Auditor

COUNTY MANAGER  
Michael K. Davis



COUNTY COUNCIL  
Neil G. Anderson  
Kipp Bangert  
Kendall Crittenden  
Val Draper  
Steve Farrell  
Michael L. Kohler  
Jay Price

September 1, 2009

Utah Counties Insurance Pool  
Attention: Johnnie Miller  
PO Box 95730  
South Jordan, UT 84095

Dear Johnnie:

Pursuant to Article 8.1 of the UCIP Bylaws; Wasatch County provides notice to withdraw from the worker's compensation pool effective January 1, 2010. Wasatch County reserves the right to rescind this notice by October 1, 2009 as outlined by the UCIP Bylaws.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Davis".

Michael Davis  
Wasatch County Manager

ASSESSOR  
Glen C. Burgerer

ATTORNEY  
Thomas L. Low

CLERK/AUDITOR  
Brent R. Titcomb

RECORDER  
Elizabeth M. Palmier

SHERIFF  
Ken Van Wagoner

SURVEYOR  
James Kalsgerman

TREASURER  
Karolyn Wall-Kelly

JUSTICE COURT JUDGE  
O. Lane McCotter



**Johnnie Miller**

---

**From:** Dean Cox [Dean.Cox@washco.utah.gov]

**Sent:** Tuesday, September 01, 2009 3:36 PM

**To:** jmill@ucip.utah.gov

**Subject:** Insurance Notification

Dear Johnnie,

In order to preserve our right to seek a competitive bid on the Washington County Workers Compensation Coverage policy, I am notifying you of our intent to seek a competitive bid from the Utah Local Government Trust and/or the Utah Workers Compensation Fund.

Sincerely,

Dean J. Cox, Washington County Administrator

No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.409 / Virus Database: 270.13.74/2339 - Release Date: 09/01/09 06:52:00

9/15/2009



# UTAH COUNTIES INSURANCE POOL

## Tentative 2010 Budget Comparisons

	Approved 2009	Actual as of 3/31/09	Expected as of 3/31/09	Tentative 2010	Variance \$	Variance %
<b>Operating income:</b>						
Premiums and other considerations	\$ 9,725,989	\$ 8,190,823	\$ 8,350,000	\$ 8,601,911	\$ 251,911	2.93%
Investment income	455,655	62,426	249,703	350,000	100,297	28.66%
Program management fees	-	-	-	3,000	3,000	100.00%
Miscellaneous income	-	-	-	-	-	0.00%
<b>Total income</b>	<b>10,181,644</b>	<b>8,253,249</b>	<b>8,599,703</b>	<b>8,954,911</b>	<b>355,208</b>	<b>3.97%</b>
<b>Underwriting expenses:</b>						
Losses and loss adjustment expenses	1,680,814	78,139	5,000,000	6,100,000	1,100,000	18.03%
Reinsurance expense	1,787,475	1,505,633	1,505,633	1,396,675	(108,958)	-7.80%
Risk management program credit	342,898	252,445	252,445	-	(252,445)	0.00%
<b>Total underwriting expenses</b>	<b>3,811,187</b>	<b>1,836,217</b>	<b>6,758,078</b>	<b>7,496,675</b>	<b>738,597</b>	<b>9.85%</b>
<b>Administration expenses:</b>						
Accounting	21,500	2,398	21,500	20,000	(1,500)	-7.50%
Actuary	18,500	9,000	18,500	20,000	1,500	7.50%
Auto	400	235	400	-	(400)	0.00%
Bank expense	300	35	300	260	(40)	-15.38%
Board expense	75,000	5,274	60,000	55,000	(5,000)	-9.09%
Building lease	129,500	17,705	129,500	110,500	(19,000)	-17.19%
Consulting	-	-	-	2,250	2,250	100.00%
Copying	6,880	2,028	8,111	10,200	2,089	20.48%
Depreciation	50,000	18,868	80,000	70,000	(10,000)	-14.29%
Dues and subscriptions	6,230	652	5,000	5,750	750	13.04%
Exhibitions and sponsorships	10,000	-	10,000	20,000	10,000	50.00%
Information technology	40,000	15,302	40,000	34,000	(6,000)	-17.65%
Insurance	8,600	5,902	24,050	8,000	(16,050)	-200.63%
Land purchase	-	-	-	-	-	0.00%
Land use hotline program	10,000	1,132	5,000	7,500	2,500	33.33%
Licenses & permits	-	-	-	-	-	0.00%
Lobbying & legislative tracking	10,000	-	5,000	-	(5,000)	0.00%
Loss control - training	70,000	548	70,000	50,000	(20,000)	-40.00%
Marketing	-	-	-	-	-	0.00%
Miscellaneous expense	-	-	-	100	100	0.00%
Office equipment	59,700	(600)	59,700	50,000	(9,700)	-19.40%
Office supplies	7,225	1,454	7,225	6,025	(1,200)	-19.92%
Postage	5,000	1,367	5,000	4,550	(450)	-9.89%
Premium taxes	80,000	-	80,000	80,000	-	0.00%
Printing	4,750	353	4,750	3,500	(1,250)	-35.71%
Professional fees	60,250	-	50,000	20,000	(30,000)	-150.00%
Staff expenses	1,034,645	195,657	782,630	554,436	(228,193)	-41.16%
Telephone	9,000	2,568	9,000	8,000	(1,000)	-12.50%
<b>Total administration expenses</b>	<b>1,717,480</b>	<b>279,876</b>	<b>1,475,666</b>	<b>1,105,696</b>	<b>(369,970)</b>	<b>-33.46%</b>
<b>Total operating expenses</b>	<b>5,528,667</b>	<b>2,116,093</b>	<b>8,233,744</b>	<b>8,602,371</b>	<b>368,627</b>	<b>4.29%</b>
<b>Change in net assets</b>	<b>\$ 4,652,977</b>	<b>\$ 6,137,156</b>	<b>\$ 365,959</b>	<b>\$ 352,540</b>	<b>\$ (13,419)</b>	<b>-3.81%</b>

# UTAH COUNTIES INSURANCE POOL

## Tentative 2010 Budget Comparisons

	Approved 2009	Actual as of 8/31/09	Expected as of 12/31/09	Tentative 2010	Variance \$	Variance %
<b>Operating income:</b>						
Premiums and other considerations	9,725,989	7,938,378	8,350,000	7,239,036	(1,110,964)	-15.35%
Investment income	455,655	130,073	195,110	117,029	(78,080)	-66.72%
Program management fees	5,250	2,365	3,548	3,000	(548)	-18.26%
Conferences	-	4,858	4,858	5,000	142	0.00%
<b>Total income</b>	<b>10,186,894</b>	<b>8,075,675</b>	<b>8,553,516</b>	<b>7,364,065</b>	<b>(1,189,451)</b>	<b>-16.15%</b>
<b>Underwriting expenses:</b>						
Losses and loss adjustment expenses	1,680,814	2,659,340	3,989,010	3,758,000	(231,010)	-6.15%
Reinsurance expense	1,734,975	1,431,676	1,431,676	1,205,675	(226,001)	-18.74%
<b>Total underwriting expenses</b>	<b>3,415,789</b>	<b>4,091,016</b>	<b>5,420,686</b>	<b>4,963,675</b>	<b>(457,011)</b>	<b>-9.21%</b>
<b>Administration expenses:</b>						
Board of Trustees	75,000	19,317	34,975	40,000	5,025	12.56%
Depreciation	50,000	29,027	43,541	50,000	6,459	12.92%
Loss Control	51,230	22,375	33,563	30,000	(3,563)	-11.88%
Marketing	15,000	3,943	5,915	10,000	4,085	40.85%
Office Operations	270,655	145,675	218,513	200,000	(18,513)	-9.26%
Professional Services	140,550	92,054	138,080	140,000	1,920	1.37%
Staff	959,745	500,485	750,727	571,236	(179,491)	-31.42%
Taxes	80,000	57,762	86,643	45,000	(41,643)	-92.54%
<b>Total administration expenses</b>	<b>1,642,180</b>	<b>870,638</b>	<b>1,311,957</b>	<b>1,086,236</b>	<b>(225,721)</b>	<b>-20.78%</b>
<b>Total operating expenses</b>	<b>5,057,969</b>	<b>4,961,654</b>	<b>6,732,643</b>	<b>6,049,911</b>	<b>(682,732)</b>	<b>-11.28%</b>
<b>Change in net assets</b>	<b>\$ 5,128,925</b>	<b>\$ 3,114,021</b>	<b>\$ 1,820,873</b>	<b>\$ 1,314,154</b>	<b>\$ (506,719)</b>	<b>-38.56%</b>



## BUDGET CALANDER

(for Local Districts with December 31 year-ends)

The budget process must be completed *before* the Budget Year begins.

---

### October

The budget officer prepares a *tentative* budget for the board to review at its first meeting in November.

### November

At its first meeting the board must do the following:

1. Approve a *tentative* budget.
2. Set a hearing date for sometime in December.

During November or December, in either case, at least seven days before the hearing date, public notice<sup>1</sup> must be given of the hearing.

The *tentative* budget must also be available to the public for seven days before the final adoption of the budget.

### December

1. Hold the hearing.
2. Formally adopt a *final* budget.
3. Send an original copy of the *final* budget to the State Auditor within 30 days.  
Keep an original copy of the final budget for entity purposes.

### Budget Amendments

The budget may be increased at any time during the budget year, but only after a properly advertised hearing has been held.

### Utah Code Citations

*In General* – Utah Code 17B-1-605 to 611; 613 to 615; 630

*For Proprietary Funds* – Utah Code 17B-1-630

*For Tax Increases* – Utah Code 59-2-918 and 919

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<sup>1</sup> Public notice means publication in at least one issue of a newspaper of general circulation. If the district's area has no newspaper of general circulation, then the notice may be posted in three public places.



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

Affecting Tax ID No. 28-17-355-010

## Warranty Deed

(CORPORATION)  
Salt Lake County

Parcel No. 0071:51:2  
Project No. F-0071(23)9

Utah Counties Insurance Pool \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_ Grantor,  
hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at  
4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum  
of \_\_\_\_\_, Dollars,  
and other good and valuable considerations, the following described parcel  
of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract in Lot 2, SILVER SAGE BUSINESS PARK SUBDIVISION, according to the Official Plat thereof, recorded as Entry No.7663872 in Book 2000P at Page 152 in the office of the Salt Lake County Recorder, situate in the SW1/4SW1/4 of Section 17, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows.

Beginning at a point on the northerly boundary line of said Lot 2 said point is 3.99 feet N. 89°41'00" E. along said northerly boundary line from the northwest corner of said lot; and running thence N. 89°41'00" E. 4.00 feet along said northerly boundary line to a point which is 58.00 feet perpendicularly distant easterly from the control line of SR-71 of Project No. F-0071(23)9 at approximate Engineer Station 142+33.75; thence S. 0°44'41" W. 118.37 feet parallel with said control line; thence S. 0°24'01" E. 54.34 feet to a point which is 59.09 feet perpendicularly distant easterly from said control line at Engineer Station 140+61.06; thence S. 17°10'19" W. 13.25 feet to the existing right of way line of said project and to a point which is 55.34 feet perpendicularly distant easterly from said control line at Engineer Station 140+48.35; thence N. 0°24'01" W. 67.01 feet; thence N. 0°44'41" E. 118.34 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract of land contains 716 square feet or 0.016 acre.

(Note: Rotate above bearings 00°13'03" clockwise to equal highway bearings)

IN WITNESS WHEREOF, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly  
authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

STATE OF \_\_\_\_\_

)  
) ss.

COUNTY OF \_\_\_\_\_

)

By \_\_\_\_\_

On the date first above written personally appeared before me,  
\_\_\_\_\_, who, being by me duly sworn,  
says that he is the \_\_\_\_\_ of  
\_\_\_\_\_, a corporation, and that the within  
and foregoing instrument was signed in behalf of said corporation by authority  
of \_\_\_\_\_, and said \_\_\_\_\_  
acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the  
date in this certificate first above written:

\_\_\_\_\_  
Notary Public



SANDY CITY  
( INCORPORATED )

[illegible]

705+00

138+00

SE1/4 SE1/4  
SEC. 18

139+00

140+00

| 41 +00

42+00<sub>D</sub>

APPLE TREE DRIVE  
10915 SOUTH

$$42 + 55 = 87$$

Exist. R/W Line

706+00

Exist.  $\phi$  Calc. From Record 700 EAST (SR-71)  
 IS  $0^{\circ}42'25''$  W 2643.74' NO  $57^{\circ}44''$  E

SECTION LINE

SECTION LINE

707+00

SW1/4 SW1/4  
SEC. 17

LOT 1

LOT 2

SILVER SAGE  
BUSINESS PARK

Exist. R/W Line

DRAPER IRRIGATION CANAL

NOTE: STATION AND OFFSET VALUES SHOWN FOR NEW RIGHT OF WAY AND EASEMENT LINES ARE MEASURED FROM PROJECT CONTROL LINES. OFFSET VALUES FOR EXISTING RIGHT OF WAY LINES ARE MEASURED FROM EXISTING MONUMENT LINES OR EXISTING STREET CENTERLINES AS NOTED.

[illegible]



State of Utah

JOHN A. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

## DEPARTMENT OF TRANSPORTATION

JOHN R. NORD, PE  
Executive Director

CARLOS ALBARRAS, PE  
Deputy Executive Director

9-17-2009

To whom it may concern,

As requested, we are providing an estimated cost of the improvements UDOT's Contractor's will be placing in the area for the Utah Counties Insurance Pool, in exchange for parcel 51:2, as well as the estimated value of the parcel. Property address: 10883 S 700 E, Sandy, Utah. Tax ID # 28-17-355-010.

Per our engineers, the cost for the Concrete Sidewalk, Concrete Curb and Gutter, Patterned Concrete, Concrete Driveway (shared) HMA-  $\frac{1}{4}$  inch (4 inches thick), and Untreated Base Course 6 inches thick comes to approx. \$17,219.00. These figures are based off of the work the Utah Counties Insurance Pool could be expected to do if the Utah Counties Insurance Pool developed prior to our project coming through.

The value of this portion of land is \$13,783.00 based off of \$19.25 per square foot. The number of square feet is 716 square feet. The value per square foot is based off of the appraised value of the land in question.

If I can be of further assistance, please let me know.

Thank you.

Kimberly O'Reilly  
UDOT Right of Way  
801-965-4742



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

Affecting Tax ID No. 28-17-355-010

## Warranty Deed

(CORPORATION)  
Salt Lake County

Parcel No. 0071:51:2  
Project No. F-0071(23)9

Utah Counties Insurance Pool \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_ Grantor,  
hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at  
4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum  
of \_\_\_\_\_, Dollars,  
and other good and valuable considerations, the following described parcel  
of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract in Lot 2, SILVER SAGE BUSINESS PARK SUBDIVISION, according to the Official Plat thereof, recorded as Entry No.7663872 in Book 2000P at Page 152 in the office of the Salt Lake County Recorder, situate in the SW1/4SW1/4 of Section 17, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows.

Beginning at a point on the northerly boundary line of said Lot 2 said point is 3.99 feet N. 89°41'00" E. along said northerly boundary line from the northwest corner of said lot; and running thence N. 89°41'00" E. 4.00 feet along said northerly boundary line to a point which is 58.00 feet perpendicularly distant easterly from the control line of SR-71 of Project No. F-0071(23)9 at approximate Engineer Station 142+33.75; thence S. 0°44'41" W. 118.37 feet parallel with said control line; thence S. 0°24'01" E. 54.34 feet to a point which is 59.09 feet perpendicularly distant easterly from said control line at Engineer Station 140+61.06; thence S. 17°10'19" W. 13.25 feet to the existing right of way line of said project and to a point which is 55.34 feet perpendicularly distant easterly from said control line at Engineer Station 140+48.35; thence N. 0°24'01" W. 67.01 feet; thence N. 0°44'41" E. 118.34 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract of land contains 716 square feet or 0.016 acre.

(Note: Rotate above bearings 00°13'03" clockwise to equal highway bearings)





CORPORATION RW-01C (10-11-04)





Utah Counties Insurance Pool  
*Supporting Your Goals Since 1992*

September 11, 2009

CONFIDENTIAL  
CERTIFIED MAIL

Mr. Steven Flitton  
Utah Local Governments Trust  
55 South Highway 89  
PO Box 540610  
North Salt Lake, UT 84054

Dear Mr. Flitton:

We have been in contact with legal counsel regarding the quotes for workers compensation coverage recently provided to members of the Utah Counties Insurance Pool by the Utah Local Governments Trust. Our counsel has opined that the Trust's activities related to these quotes are violations of the Utah Fair Trade Practices Act and both State and Federal Anti-Trust laws. Our counsel has recommended UCIP file a complaint with the Utah Attorney General's Anti-Trust Division, and consider a civil lawsuit as well as criminal charges against those representatives of the Trust involved in these activities.

As a governmental entity and pooling colleague, the Pool has no desire in harming the Trust or its members, yet these violations will clearly lead to substantial harm to the Pool and its members if ignored.

Therefore, the UCIP Board of Trustees respectfully asks to meet with the Trust Board of Directors or its Executive Committee during UCIP's regularly scheduled Board meeting to be held the afternoon of Thursday, September 17, 2009 at the UCIP offices in South Jordan, Utah. The intent of this meeting would be to determine if the Trust Board of Directors supports the recent activities of its management and staff, and if they intend to continue predatory pricing practices. If the Trust declines the invitation to attend this meeting, UCIP will consider it a response by the Trust Board of Directors in the affirmative to these questions, and will consider that in their decision to continue or withdraw their request for an investigation by the Attorney General's Office.

Sincerely,

Johnnie R. Miller  
Chief Executive Officer

c: Board of Directors, Utah Local Governments Trust  
Members, Utah Counties Insurance Pool





# Utah Counties Insurance Pool

## Payments

### August 14 - September 17, 2009

Type	Date	Num	Name	Memo	Split	Amount
<b>ML Expense</b>						
Liability Check	8/28/2009		QuickBooks Payroll Service	Created by Payroll Services on 08/25/2009	-SPLIT-	-14,762.06
Check	8/31/2009			Service Charge	Multiline	-11.22
Liability Check	9/14/2009		QuickBooks Payroll Service	Created by Payroll Services on 09/10/2009	-SPLIT-	-14,762.48
Liability Check	8/14/2009	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270962600407311	-SPLIT-	-5,454.32
Liability Check	8/31/2009	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270964300956011	-SPLIT-	-5,539.02
Liability Check	8/31/2009	ONLINE	Utah State Tax Commission	Transaction Number: 210415132	-SPLIT-	-1,871.54
Liability Check	8/31/2009	ONLINE	Utah Retirement Systems	Unit No: 864 (JUL 2009)	-SPLIT-	-6,192.46
Liability Check	8/31/2009	ONLINE	Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-2,115.34
Liability Check	9/15/2009	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270965800852064	-SPLIT-	-5,539.02
Check	8/26/2009	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-406.56
Check	8/26/2009	VISA	Wells Fargo	Account Number: 4856 2002 0869 3567	-SPLIT-	-1,021.41
Check	8/26/2009	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-1,356.80
Check	8/28/2009	5219	Johnnie R. Miller	Expense Reimbursement	-SPLIT-	-351.25
Liability Check	8/31/2009	5220	Public Employees Health Program	Policy Number 1076 (AUG)	-SPLIT-	-6,393.10
Check	8/31/2009	5221	PEHP-LTD	Coverage Period: Aug 2009	-SPLIT-	-249.99
Liability Check	8/31/2009	5222	Opticare of Utah	August Benefits	-SPLIT-	-82.11
Check	8/31/2009	5223	Steven Wall	Mileage Reimbursement	-SPLIT-	-161.70
Check	8/31/2009	5224	Ken Bischoff	Mileage Reimbursement	-SPLIT-	-33.00
Check	8/31/2009	5225	Gerald Hess	Mileage Reimbursement	-SPLIT-	-35.20
Check	8/31/2009	5226	Kay Blackwell	Expense Reimbursement	-SPLIT-	-368.20
Check	8/31/2009	5227	Kent Sundberg	Mileage Reimbursement	-SPLIT-	-38.50
Check	8/31/2009	5228	LaMar Guymon	Mileage Reimbursement	-SPLIT-	-150.00
Bill Pmt -Check	8/31/2009	5229	Arthur J. Gallagher & Co.	Invoice Number: 88206	Accounts Payable ML	-198.00
Bill Pmt -Check	8/31/2009	5230	CodeCo Law Publishers	Invoice Number: A96943	Accounts Payable ML	-235.00
Bill Pmt -Check	8/31/2009	5231	County Reinsurance, Limited	Excess Property 7701/2009-7/01/2010	Accounts Payable ML	-226.00
Bill Pmt -Check	8/31/2009	5232	J. Joyce & Associates	Invoice Number: 06077	Accounts Payable ML	-2,355.00
Bill Pmt -Check	8/31/2009	5233	Office Depot		Accounts Payable ML	-359.14
Bill Pmt -Check	8/31/2009	5234	Paetec	Invoice Number: 9131272	Accounts Payable ML	-682.71
Bill Pmt -Check	8/31/2009	5235	Print2day	Invoice Number: 941694	Accounts Payable ML	-238.34
Bill Pmt -Check	8/31/2009	5236	Revco Leasing Company, LLC	Invoice Number: 217194	Accounts Payable ML	-815.89
Bill Pmt -Check	8/31/2009	5237	Utah Safety Council	Invoice Number: 00193	Accounts Payable ML	-487.50
Liability Check	9/1/2009	5238	Sirius Consulting Group, LLC	Invoice: September (UCIP 1076) 442915	-SPLIT-	-629.87
Bill Pmt -Check	9/1/2009	5239	Western AgCredit	Invoice Number: 9-2009	Accounts Payable ML	-10,788.00
Check	9/1/2009	5240		VOID:	Spolied Check	0.00
Check	9/1/2009	5241		VOID:	Spolied Check	0.00
Liability Check	9/1/2009	5242	Guardian	Group ID: 444718 (Sept)	-SPLIT-	-602.35
Check	9/1/2009	5243	Bruce Adams	Expense Reimbursement	-SPLIT-	-336.08
Check	9/1/2009	5244	Jerry Hurst	Mileage Reimbursement	-SPLIT-	-52.80
Check	9/1/2009	5245	Steve White	Mileage Reimbursement	-SPLIT-	-33.00
Check	9/3/2009	5246	MOR		Accounts Receivable	-18.00
Bill Pmt -Check	9/9/2009	5247	Salt Lake Community College	Student ID: S00064184	Accounts Payable ML	-432.00
Liability Check	9/16/2009	5248	Opticare of Utah	April Benefits	-SPLIT-	-82.11
Bill Pmt -Check	9/17/2009	5249	Larson & Rosenberger	Invoice Number: 44192	Accounts Payable ML	-498.75
Bill Pmt -Check	9/17/2009	5250	Sandy's Kitchen, LLC	Invoice Number: 73	Accounts Payable ML	-150.10
Bill Pmt -Check	9/17/2009	5251	State of UT Dept of Workforce Services	Account No: R 2-423713-0	Accounts Payable ML	-4,115.00
<b>Total ML Expense</b>						-90,430.92
<b>WC Expense</b>						
Bill Pmt -Check	9/17/2009	267	Mountain View Software	Invoice Number: 13858	Accounts Payable WC	-234.00
<b>Total WC Expense</b>						-234.00
<b>TOTAL</b>						<b>-90,664.92</b>





Utah Counties Insurance Pool  
*Supporting Your Goals Since 1992*

# Board of Trustees

September 17, 2009





# UAC Endorsement

- Rejected Exclusive Endorsement
- Will continue to support UCIP
- Will provide preferred space at UAC events



# Interlocal Revisions

- Deleted references to Articles of Inc.
- Added Board Authority:
  - Terminate Member
  - Develop Levels of Membership
- Revised Non-Assessment language
  - (2/3 vote of members)
- Withdrawal & Termination:
  - Separate language for each
  - Coverage & Claims payment per Board Policy
- Members & Board at Dissolution clarified
- Board Authority to Amend Bylaws
- 2<sup>nd</sup> Class Counties can appoint at their pleasure



# Bylaw Revisions

- Added “county related entities” to Member Definition
- Clarified loss of Board position with termination from Pool
- Other revisions per revisions to Interlocal Agreement
- Amended by 2/3 vote of Board





# Work Comp Budget

## Without Washington County

Premium	\$ 1,497,790
Expected Losses	\$ 928,109
XS Premium	<u>\$ 258,573</u>
Administrative Expenses	\$ 311,108



# Work Comp Budget

With Washington County

Premium	\$ 1,773,378
Expected Losses	\$ 1,107,573
XS Premium	<u>\$ 306,149</u>
Administrative Expenses	\$ 359,656





# Washington County Liability

	<u>Expenditures</u>	<u>Premium</u>
Original	\$ 50,606,346	\$ 418,805
Revised	\$ 38,093,079	\$ 366,749
Change	\$ (12,513,267)	\$ (52,056)



# Budget Process

## November

At its first meeting the board must do the following:

1. Approve a *tentative* budget.
2. Set a hearing date for sometime in December.

During November or December, in either case, at least seven days before the hearing date, public notice<sup>1</sup> must be given of the hearing.

The *tentative* budget must also be available to the public for seven days before the final adoption of the budget.

## December

1. Hold the hearing.
  2. Formally adopt a *final* budget.
  3. Send an original copy of the *final* budget to the State Auditor within 30 days.
- Keep an original copy of the final budget for entity purposes.



Utah Counties Insurance Pool  
serving our county since 1962



# **UTAH COUNTIES INSURANCE POOL** Tentative 2010 Budget By Line of Coverage

	Multiline	Work Comp	Benefits	Total
<b>Operating income:</b>				
Premiums and other considerations	5,742,351	1,496,685	-	7,239,036
Investment income	81,765	35,264	-	117,029
Program management fees	-	-	3,000	3,000
Conferences	3,500	1,500	-	5,000
<b>Total income</b>	<b>5,827,616</b>	<b>1,533,449</b>	<b>3,000</b>	<b>7,364,065</b>
<b>Underwriting expenses:</b>				
Losses and loss adjustment expenses	2,830,000	928,000	-	3,758,000
Reinsurance expense	946,675	259,000	-	1,205,675
<b>Total underwriting expenses</b>	<b>3,776,675</b>	<b>1,187,000</b>	<b>-</b>	<b>4,963,675</b>
<b>Administration expenses:</b>				
Board of Trustees	28,000	12,000	-	40,000
Depreciation	50,000	-	-	50,000
Loss Control	21,000	9,000	-	30,000
Marketing	7,000	3,000	-	10,000
Office Operations	140,000	60,000	-	200,000
Professional Services	109,100	30,900	-	140,000
Staff	371,632	199,605	-	571,236
Taxes	-	45,000	-	45,000
<b>Total administration expenses</b>	<b>726,732</b>	<b>359,505</b>	<b>-</b>	<b>1,086,236</b>
<b>Total operating expenses</b>	<b>4,503,407</b>	<b>1,546,505</b>	<b>-</b>	<b>6,049,911</b>
<b>Change in net assets</b>	<b>1,324,209</b>	<b>(13,056)</b>	<b>3,000</b>	<b>1,314,154</b>





# **UTAH COUNTIES INSURANCE POOL** **Tentative 2010 Budget Comparisons**

	Approved 2009	Actual as of 8/31/09	Expected as of 12/31/09	Tentative 2010	Variance	Variance \$	Variance %
<b>Operating income:</b>							
Premiums and other considerations	9,725,989	7,938,378	8,350,000	7,239,036	(1,110,964)		-15.35%
Investment income	455,655	130,073	195,110	117,029	(78,080)		-66.72%
Program management fees	5,250	2,365	3,548	3,000	(548)		-18.26%
Conferences	-	4,858	4,858	5,000	142		0.00%
<b>Total income</b>	<b>10,186,894</b>	<b>8,075,675</b>	<b>8,553,516</b>	<b>7,364,065</b>	<b>(1,189,451)</b>		<b>-16.15%</b>
<b>Underwriting expenses:</b>							
Losses and loss adjustment expenses	1,680,814	2,659,340	3,969,010	3,758,000	(231,010)		-6.15%
Reinsurance expense	1,734,975	1,431,676	1,431,676	1,205,675	(226,001)		-18.74%
<b>Total underwriting expenses</b>	<b>3,415,789</b>	<b>4,091,016</b>	<b>5,420,686</b>	<b>4,963,675</b>	<b>(457,011)</b>		<b>-9.21%</b>
<b>Administration expenses:</b>							
Board of Trustees	75,000	19,317	34,975	40,000	5,025		12.56%
Depreciation	50,000	29,027	43,541	50,000	6,459		12.92%
Loss Control	51,230	22,375	33,563	30,000	(3,563)		-11.88%
Marketing	15,000	3,943	5,915	10,000	4,085		40.85%
Office Operations	270,655	145,675	218,513	200,000	(18,513)		-9.26%
Professional Services	140,550	92,054	138,080	140,000	1,920		1.37%
Staff	959,745	500,485	750,727	571,236	(179,491)		-31.42%
Taxes	80,000	57,762	86,643	45,000	(41,643)		-92.54%
<b>Total administration expenses</b>	<b>1,642,180</b>	<b>870,638</b>	<b>1,311,957</b>	<b>1,086,236</b>	<b>(225,721)</b>		<b>-20.78%</b>
<b>Total operating expenses</b>	<b>5,057,969</b>	<b>4,961,654</b>	<b>6,732,643</b>	<b>6,049,911</b>	<b>(682,732)</b>		<b>-11.28%</b>
<b>Change in net assets</b>	<b>\$ 5,128,925</b>	<b>\$ 3,114,021</b>	<b>\$ 1,820,873</b>	<b>\$ 1,314,154</b>	<b>\$ (506,719)</b>		<b>-38.56%</b>





# Public Meeting Notice Admin

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## Notice Added Successfully

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Notice Title:	Board of Trustees Meeting
Government Type:	Special Districts
Entity:	Utah Counties Insurance Pool
Public Body Name:	Board of Trustees
Notice Subject:	Insurance
Street Address:	10980 S. Jordan Gateway
Street Address continued:	
City:	South Jordan
Zip:	84095
Start Date:	10/15/09 12:30 PM
End Date:	10/15/09 4:30 PM
	Lunch Provided
	Call to Order and Welcome Attendees
	Utah Sheriff's Association Jail Accreditation Program
	ACTION
	Excuse Board Members Absent
	Approval of September 17, 2009 Meeting Minutes
	Review Fourth Amended Interlocal Agreement
	Review/Approve Amendments to UCIP Bylaws
	Review/Approve Proposed 2010 Coverage Agreement
	Review Vendor Contracts
	Set Date and Time for Closed Meeting
	to Discuss the Purchase, Exchange, or Lease of Real Property
	Action on Real Property Matters
	Set Date and Time for Closed Meeting
	to Discuss the Pending or Reasonably Imminent Litigation
	Action on Litigation Matters
	Appoint Designated Representative to AGRIP
	Set Date and Time for Closed Meeting
	to Discuss Character, Professional Competence,
	Physical/Mental Health of an Individual
	Action on Personnel Matters
	Approve Membership Meeting Agenda/Invitation
	Review Third Quarter Financial Statements
	Ratification and Approval of Payments and Credit Card
	Transactions
	INFORMATION
	Chief Executive Officer's Report
	Other Business

Description / Agenda:

## Adjourn

ADA:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sonya White at the Utah Counties Insurance Pool, PO Box 760, Midvale, UT 84047, or call 800-339-4070, at least three days prior to the meeting.

Electronic Participation:

Any Member of the Utah Counties Insurance Pool Board of Trustees may participate telephonically.

Other:

Emergency Notice:

No

Send copy of notice to:

editor@sltrib.com

Attachments

There are no attachments associated with this notice.

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